

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PARTNER REINSURANCE COMPANY LTD.,

Plaintiff,

v.

RPM MORTGAGE, INC., ET AL.,

Defendants.

Case No.: 1:18-cv-05831 (PAE)

~~[PROPOSED]~~ JUDGMENT

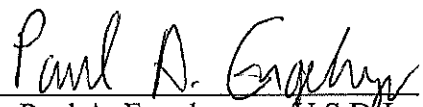
It is hereby **ORDERED, ADJUDGED AND DECREED**: That for the reasons stated in the Court's Opinion and Order dated May 25, 2022, following an eight-day bench trial, the Court finds defendant RPM—now LendUS—liable to plaintiff PartnerRe for breach of contract. The Court further finds that PartnerRe is entitled to an award of \$10,886,955 in damages on its breach of contract claim. The Court further finds that PartnerRe is entitled to prejudgment interest in the amount of \$3,511,117.56, which is calculated as simple interest measured as of June 9, 2017 at the rate of 6.5% (5% over the Federal Reserve discount rate as it existed on June 9, 2017). The total due PartnerRe for damages and prejudgment interest is \$14,398,072.60. The Court further awards post-judgment interest to PartnerRe pursuant to 28 U.S.C. § 1961.

The Court does not find defendants Robert Hirt, Tracey Hirt and the Robert Hirt and Tracey Najarian Hirt Revocable Living Trust personally liable for breach of contract under a theory of alter ego liability. The Court does not find PartnerRe liable to RPM for breach of contract.

SO ORDERED.

DATED: _____

6/14/22


Hon. Paul A. Engelmayer, U.S.D.J.